# Warranty

**Epson America, Inc. Limited Warranty for Commercial Products**

*What Is Covered*: Epson America, Inc. ("Epson") warrants to the first end-user customer that the EPSON Fiery Spark Software RIP License Protection Key (the "key" or the "product") accompanied by this limited warranty statement, if purchased and used in the United Sates or Canada, will conform to the manufacturer's specifications and will be free from defects in workmanship and materials for a period of 1 year from the date of original purchase (proof of purchase required).

The key is needed by the end-user to use the Fiery Spark Software RIP (the "Software"). THIS LIMITED WARRANTY COVERS ONLY THE KEY, NOT THE SOFTWARE. For the Software license and Software warranty terms, please refer to the ELECTRONIC FOR IMAGING SOFTWARE LICENSE AGREEMENT, which will appear on-screen during the Software installation process.

*What Epson Will Do to Correct Problems*: Should the key prove defective during the warranty period, please call the toll-free EPSON Preferred support line identified in the EPSON Preferred limited warranty booklet that was included with your printer. In order to access this toll-free number for warranty support for the key, you must have the printer's Unit ID number, which was provided in the booklet. Please see the printer's limited warranty booklet for more information about toll-free technical support. If you have any difficulty with the toll-free support number, please call (562) 276-1305 in the U.S. or (905) 709-2567 in Canada during normal business hours.

When you call, an Epson service technician will provide telephone diagnostics to determine the cause of the problem with the key. If it is determined that the key is defective, then Epson will exchange the defective key. The replacement key may be new or refurbished to the Epson standard of quality. Exchange products assume the remaining warranty period of the original product.

Epson usually will ship the replacement key to your location the next business day, if notified before 2:00 p.m. Pacific Time. If notified after that time, the replacement key usually will arrive

on the second business day. To secure the replacement of the key, you must provide Epson with a valid credit card number with sufficient credit to cover the price of the defective key. You will be billed at the Manufacturer's Suggested Retail Price if the defective key is not returned to Epson within ten (10) business days of your call.

TO RECEIVE A FREE REPLACEMENT KEY, YOU *MUST* BE ABLE TO PROVIDE EPSON WITH YOUR DEFECTIVE KEY.

*What this Warranty Does Not Cover*: This warranty covers only normal use in the United States and Canada. Epson is not responsible and will not provide a replacement key free of charge if the key is lost. This warranty does not cover damage attributable to third party parts, components or peripheral devices added to the Epson product after its shipment from Epson (for example, dealer- or user-added non-Epson boards). Epson is not responsible for recovery or restoration of data from failed components, or establishment of other than factory default settings. Epson is not responsible for warranty service should the Epson label or logo, or the rating label or serial number be removed or should the product fail to be properly maintained or fail to function properly as a result of misuse, abuse, improper installation, neglect, improper shipping, damage caused by disasters such as fire, flood, lightning, improper electrical currents, software problems, or interaction with non-Epson products.

*Disclaimer of Warranties*: THE WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNLESS STATED HEREIN, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID.

*Remedies*: Your exclusive remedy and Epson's entire liability for a material breach of this Agreement will be limited to a refund of the price paid for the Epson products covered by this Agreement. Any action for breach of warranty must be brought within 15 months of the date of original purchase. Epson is not liable for performance delays or for nonperformance due to causes beyond its reasonable control. Except as provided in this written warranty, neither Epson nor its affiliates shall be liable for any loss, inconvenience, or damage, including direct, special, incidental or consequential damages, including lost profits, cost of substitute equipment, downtime, claims of third parties, including customers, or injury to property, resulting from the use or inability to use the Epson products, whether resulting from a breach of warranty or any other legal theory. Some jurisdictions do not allow limits on warranties or remedies for breach in certain transactions. In such jurisdictions, the limits in this paragraph and the preceding paragraph may not apply.

In Canada, warranties include both warranties and conditions.

*Governing Laws*: Any disputes arising out of this Agreement will be settled by arbitration to be conducted in Los Angeles, California, in accordance with the commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Agreement shall be construed in accordance with the laws of the State of California, except the arbitration clause that shall be enforced pursuant to the Federal Arbitration Act.